



Expression of Interest

Panel Contract for the Hire of Plant 2015/16

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Structure of this Request for Expressions of Interest

This REOI is comprised of four sections:

- Section A - Background and General Information to Registrants
- Section B - Conditions of Expression of Interest Process
- Section C - Specifications
- Section D - Expression of Interest Return Schedules

Section A: Background and General Information

1 Invitation for Expressions of Interest

Kangaroo Island Council (the Council) invites Expressions of Interest for the provision of the Intermittent Hire of Plant for the 2015/16 financial year. The purpose of this contract is to identify a pool of suitable applicants to call upon for Intermittent Hire at various times throughout the year.

Plant required consists of but is not limited to Graders, Loaders, Dozers, Excavators, Backhoes, Water Trucks, Material Cartage Trucks (all combinations), Crushing of Pavement Rubble, and Compaction Equipment.

The plant and equipment hire Specification provides for the provision of labour and hire as well as dry hire of:

- Graders;
- Loaders;
- Dozers;
- Excavators;
- Backhoes;
- Water carts/trucks;
- Material cartage trucks;
- Mobile crushing equipment;
- Compaction equipment;;
- Any other civil plant, please specify.

Unless indicated otherwise, the service provider will provide the necessary plant, equipment, tools, materials and labour to carry out the works specified herein.

2 Background

Kangaroo Island Council (KIC) manages and maintains approximately 1500 km of unsealed and 250 km of sealed roads.

KIC's primary objective is to facilitate works which maintain, preserve and enhance the Assets under its care and control.

The objective of this document is to ensure the designated works are undertaken in a competent and professional manner.

2.1. Disclaimer

Each applicant must make their own independent assessment and investigations of the matters mentioned in the Information Kit and should not rely on the significance, adequacy or accuracy of the information provided herein.

The purpose of the Expression of Interest Specifications is to provide applicants with information to assist in the formulation of an application.

Kangaroo Island Council, its employees and consultants make no representation or warranty as to the accuracy, reliability or completeness of the information.

Kangaroo Island Council, its employees and consultants shall have no liability to any applicant or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered as a result of anything contained in the Expression Of Interest Specifications, any matter deemed to form part of the Expression Of Interest Specifications, any information supplied by or on behalf of the Council or otherwise in any way from the selection process.

KIC reserves the right not to appoint any applicant.

Section B: Conditions of Request for Expressions of Interest Process

3 Definitions

In this REOI, the following terms will, unless inconsistent with the context, have the meanings indicated:

3.2. Definitions

- 3.2.1. A reference to a **clause** is a reference to a clause of this REOI.
- 3.2.2. **Closing Date** means the time and date specified in clause 3.5, or such later time and date as may be notified in writing to Registrants by the Council.
- 3.2.3. **Conforming Expression of Interest** means an Expression of Interest described in clause 6.
- 3.2.4. **Expression of Interest** means an Expression of Interest submitted by a Registrant pursuant to this REOI.
- 3.2.5. **Expression of Interest Process** means the process for calling, receiving and evaluating Expressions of Interest as proposed in clauses 3.2 and 3.5 of this REOI.
- 3.2.6. **Expressions of Interest Return Schedules** are the forms attached to Section D of this REOI.
- 3.2.7. **Nominated Contact Person** means the person named in clause 4.2.
- 3.2.8. **Non-Conforming Expression of Interest** means an Expression of Interest which does not meet the requirements set out in this REOI and/or the REOI Documents.
- 3.2.9. **Preferred Registrant** means the Registrant referred to in clause 10.
- 3.2.10. **Registrant** has the meaning given to it in clause 3.4.
- 3.2.11. **Registrant's Representative** means the person nominated by a Registrant under clause 4.2.
- 3.2.12. **REOI** means this Request for Expressions of Interest set out in the REOI Documents.
- 3.2.13. **REOI Documents** means the documents specified in clause 3.3.
- 3.2.14. **Services** means the services sought to be purchased by the Council pursuant to this REOI.
- 3.2.15. **Specifications** means the specifications specified in Section D of this REOI.

3.3. Request for Expressions of Interest

The Council seeks Expressions of Interest from Registrants for the provision of the Services, which are further described in the REOI Documents.

3.3. REOI Documents

The REOI Documents are comprised of:

- 1 this REOI;
- 2 the Specifications; and

3 the Expression of Interest Return Schedules.

3.4. Obtaining a Copy of this REOI

This REOI is open to any organisation or person who registers its interest and details with the Council and thereby obtains a copy of the REOI Documents (each such party is a Registrant). Parties obtaining the REOI Documents (in soft copy) will be required to register their name and contact details at the time of issue of the documents.

3.5. Lodgement of Expressions of Interest *(Clause 3.6 now applies)*

- 3.5.1 Expressions of Interest must be delivered to Council's postal box prior to 4pm Friday 6th November 2015 (the Closing Date).
- 3.5.2 Expressions of Interest must be enclosed in an envelope and addressed as follows:

CONFIDENTIAL - EOI for Plant Hire 2015/16
 Anna Osman - Assets Program Manager
 Kangaroo Island Council
 PO Box 121
 KINGSCOTE SA 5223

Tenders can only be received through the above address. Any tenders not submitted to this address will be deemed non-conforming and will be returned.

- 3.5.3. **Closing Date: 4pm Friday 6th November 2015**
- 3.5.4. Electronic applications will not be accepted.

3.6. Late Expressions of Interest

Expressions of Interest that are received after the closing time and date listed in the REOI will be deemed to be late. A late Expression of Interest will only be admitted to consideration subject to:-

- a) Council's sole and absolute discretion and whilst being under no obligation whatsoever to do so; and
- b) the reason provided for the lateness in lodgement of the REOI; and
- c) the Registrant has not received an advantage by reason of the lateness.

3.7. Extension of time for the submission of Expressions of Interest

- 3.7.1. The Council may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Registrants.
- 3.7.2. A Registrant may request the Council to extend the Closing Date for the submission of an Expression of Interest by written application to the Nominated Contact Person.

- 3.7.3. Any such requests must be received by the Nominated Contact Person at least five business days prior to the Closing Date, and must provide sufficient reasons to support the request.
- 3.7.4. It is entirely at the Council's discretion as to whether an extension is granted.

3.8. Expressions of Interest validity period

All Expressions of Interest will remain valid until the 30th June 2016.

Once submitted, a Registrant cannot withdraw its Expression of Interest without the prior written consent of the Council, unless the Expression of Interest is withdrawn before the Closing Date.

3.9. Proposed Expression of Interest Process

Once the EOI's have been assessed, service providers will be placed on a preferred contractor's panel, with the intention of providing support services to The Council's road construction and maintenance crews.

Service providers will be required to be approved by The Council as being pre-qualified before undertaking any works that result from this EOI – refer Schedule 4. Failure to be approved by The Council will see the service providers' status as a preferred supplier placed on hold until The Council is satisfied that the service provider has demonstrated their commitment and understanding of the WHS Act 2012 in The Council's WHS policies.

3.10. Copying Expressions of Interest

Respondents must not use this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare an Expression of Interest. This includes not copying this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of an Expression of Interest.

3.11. Proposed timing of Expression of Interest Process

The proposed timing for the Expression of Interest Process is as follows:

- Close at 4pm Friday 6th November 2015
- Assessment completed by Friday 13th November 2015

4 Communication between Parties

4.1. Enquiries or requests for information or clarification

- 4.1.1. Any enquiries or requests for information or clarification regarding this REOI or the REOI Documents must be made in writing and addressed to the Nominated Contact Person.
- 4.1.2. The Nominated Contact Person is:
Anna Osman - Assets Program Manager
Email: anna.osman@kicouncil.sa.gov.au
Telephone: 08 8553 4500
- 4.1.3. The Nominated Contact Person may (but is not obligated to) respond to a Registrant's enquiries or requests for information or clarification.
- 4.1.4. If the Council provides any information to a Registrant by way of clarification, then the Council reserves the right to provide that information to other Registrants.
- 4.1.5. No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this REOI or any of the REOI Documents, unless confirmed in writing by the Nominated Contact Person.

4.2. Registrant's contact person

- 4.2.1. Registrants are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this REOI (Registrant's Representative).
- 4.2.2. Each Registrant must notify the Council of its Registrant's Representative within 10 business days of obtaining the REOI Documents.
- 4.2.3. All communication with the Registrant will be via the Registrant's Representative.

4.3. Site/industry briefing

- 4.3.1. The Council may conduct a site/industry briefing. The briefing (if conducted) is intended to provide Registrants with background information, and Registrants are not to treat any statements made at the briefing as variations to this REOI.
- 4.3.2. The Council reserves the right to require all Registrants to attend the site/industry briefing.
- 4.3.3. Details of the briefing will be provided to Registrants at least seven business days prior to the briefing. Registrants may be notified of the site/industry briefing by email, and Council may post the details of the briefing on the internet.
- 4.3.4. Each attending Registrant must advise the Nominated Contact Person of the details of that Registrant's attendees (including name and position) at least two business days before the briefing.

4.4. Registrant not to solicit the Council and its employees

The Registrant and its representatives must not interfere or attempt to interview or to discuss its Expression of Interest with Council Elected Members or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Expression of Interest submitted by a Registrant which contravenes this clause.

5 Expression of Interest Preparation

5.1. Registrants to be informed

Each Registrant must, prior to submitting its Expression of Interest, become acquainted with the nature and extent of the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

5.2. Evidence of registration or licensing

Each Registrant must (if applicable) be licensed or registered to perform the Services.

5.3. Conflict of interest

Registrants must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Registrant is successful. If any conflict or potential conflict exists, the Registrant must advise how it proposes to address this.

5.4. Use of subcontractors

Where a Registrant proposes to use resources from organisations other than the Registrant itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Expression of Interest, together with information on the relevant experience of such other organisation.

5.5. Ombudsman Act

Registrants should be aware that the Ombudsman Act 1972 (SA) has been amended so that the definition of "administrative act" under that Act includes an act done in the performance of functions under a contract for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Registrant must ensure compliance with all obligations arising under that Act and any other applicable legislation.

5.6. Freedom of Information

Registrants should be aware that the Freedom of Information Act 1991 (SA) (FOI Act) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except for those contracts or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

5.7. Collusion

The Registrant must not collude with any other Registrants or potential Registrants.

5.8. Registrant's confidential information

- 5.8.1. Subject to clauses 5.8.2 and 13, the Council will treat as confidential all Expressions of Interest submitted by Registrants in connection with this REOI.
- 5.8.2. The Council will not be taken to have breached any obligation to keep information provided by Registrants confidential to the extent that the information:
- a) is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the REOI process or to prepare and manage any resultant agreement;
 - b) is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the REOI process;
 - c) is disclosed by the Council to the responsible Minister;
 - d) is authorised or required by law to be disclosed; or
 - e) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

6 REOI Documents

6.1. Conforming Expressions of Interest

A Conforming Expression of Interest is an Expression of Interest which meets all of the requirements set out in this REOI and the REOI Documents.

6.2. Non-Conforming Expressions of Interest

The Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Expression of Interest. Failure to respond to or meet any of the requirements set out in this REOI and the REOI Documents will result in the Expression of Interest being deemed a Non-Conforming Expression of Interest.

6.3. Content of Expressions of Interest

- 6.3.1. Registrants are required to complete the Expressions of Interest Return Schedules and submit them to the Council.
- 6.3.2. Registrants can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Expressions of Interest.
- 6.3.3. All prices quoted by Registrants in their Expressions of Interest are:
 - a) to be in Australian dollars;
 - b) to be exclusive GST; and
 - c) if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.
- 6.3.4. If a Registrant proposes to provide the Services on a basis different to that envisaged by the REOI Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Expression of Interest. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Expressions of Interest.

7 Acknowledgement by Registrants

7.1. Each Registrant acknowledges that the Council:

- 7.1.1. makes no representations and offers no undertakings in issuing this REOI or the REOI Documents;
- 7.1.2. is not bound to proceed to a tender or select tender process or to execute a contract with any party in respect of the Services;
- 7.1.3. may require one or more Registrants (but is not obliged to require all) to supply further information and/or attend a conference or interview;
- 7.1.4. may require one or more Registrants (but is not obliged to require all) to make presentation(s);
- 7.1.5. may undertake 'due diligence' checks on any Registrant, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks;
- 7.1.6. will not be responsible for any costs or expenses incurred by the Registrant arising in any way from the preparation and submission of its Expression of Interest;
- 7.1.7. accepts no responsibility for a Registrant misunderstanding or failing to respond correctly to this REOI;
- 7.1.8. will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of an Expression of Interest or prior to the signing of any contract for the Services or otherwise; and
- 7.1.9. will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the REOI Documents or this REOI, but will be bound only by written advice furnished by the Nominated Contact Person.

8 Council's Rights

The Council reserves the right to:

- 8.1. amend, vary, supplement or terminate this REOI at any time;
- 8.2. accept or reject any Expression of Interest, including the lowest price Expression of Interest;
- 8.3. negotiate with any service provider on all or any part of the Services to be supplied pursuant to this REOI;
- 8.4. vary the REOI timing and process;
- 8.5. postpone or abandon this REOI;
- 8.6. add or remove any Registrant;
- 8.7. accept or reject any Expressions of Interest whether or not they are Conforming Expressions of Interest;
- 8.8. accept all or part of any Expression of Interest;
- 8.9. negotiate or not negotiate with one or more Registrants;
- 8.10. discontinue negotiations with any Registrant; and
- 8.11. include the Registrants' names in Council reports and make them public.

9 Expressions of Interest Evaluation

9.1. Criteria

In assessing the Expressions of Interest, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 9.1.1. insurance;
- 9.1.2. compliance with occupational health and safety;
- 9.1.3. customer service experience and capacity;
- 9.1.4. the Expression of Interest prices, including the proposed pricing structure;
- 9.1.5. the level of risk associated with negotiation of an acceptable contract for the Services;
- 9.1.6. environmental management systems (if applicable);
- 9.1.7. degree of compliance with the requirements set out in this REOI and the REOI Documents; and
- 9.1.8. such other matters that Council considers relevant, including:
 - a) details of current and previous relevant experience in the provision of the Services;
 - b) the provision of any aspect of the Services by sub-contractors (if applicable);
 - c) financial resources;
 - d) staff resources;
 - e) current and future workload;
 - f) referees' responses;
 - g) improvement and innovation strategies;
 - h) management skills; and

- i) transition plan (if applicable).

9.2. Use of REOI Documents

The Council may use, retain and copy any information contained in the Expressions of Interest for the evaluation of tenders in any subsequent tender process and for the finalisation of the provisions of any subsequent contract for the Services.

9.3. Debriefing of Registrants

If requested, Registrants may be debriefed against the Council's evaluation criteria. Registrants will not be provided with information concerning other Registrants, apart from publicly available information. No comparison with other Expressions of Interest will be made.

10 Acceptance of Expression of Interest

10.1. Terms and Conditions

The Council reserves the right to negotiate different terms and conditions in respect of a contract for the Services with any one or more Registrants (each a Preferred Registrant).

10.2. Contract of Services

- 10.2.1. The Council and the Preferred Registrant may (if required) enter into negotiations for the award and execution of a contract for the Services. No obligations will exist between the Council and the Preferred Registrant until the parties have executed a contract for the Services.
- 10.2.2. If, despite their best endeavours and acting in good faith, the Council and the Preferred Registrant are unable to negotiate and agree on the terms of a contract for the Services, the Council reserves the right to negotiate with any other parties, including other Registrants, for the provision of the Services.

10.3. Intellectual Property

Each Registrant acknowledges and agrees that all intellectual property created by the successful Registrant arising out of the provision of the Services belongs to the Council, and the successful Registrant must do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

11 Unsuccessful Expressions of Interest

Unsuccessful Registrants must, if required by the Council, return the REOI Documents to the Council, once they have been advised that their Expressions of Interest is unsuccessful.

12 No Legal Requirement

The issue of this REOI or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Services from the Registrants.

13 Governing Law

13.1. This REOI is governed by the law in South Australia.

13.2. The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

Section C: Specifications

Kangaroo Island Council is seeking EOI for the provision of intermittent plant hire to assist with the delivery of its operational works for the 2015/16 financial year. We are seeking responses from service providers for provision of labour and hire as well as dry hire of:

- Graders,
- Loaders,
- Dozers
- Excavators
- Backhoes
- Water carts/trucks
- Material cartage trucks
- Mobile crushing equipment
- Compaction equipment
- Any other civil plant - please specify

Unless indicated otherwise, the service provider will provide the necessary plant, equipment, tools, materials and labour to carry out the works specified herein. We are also seeking dry hire rates for those service providers that are interested.

All equipment is to be complying with current WHS regulations and Safework SA requirements before undertaking any works on behalf of The Council.

Section D: Expression of Interest Return Schedule for Services

Schedule 1: Registrant's Details

Please complete all your details here.

<p>1. Name of Registrant</p> <p>State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names.</p> <p>ABN Number</p>	
<p>2. Contact Person</p> <p>Nominate a contact person for this Expression of Interest to deal with any questions or queries that may arise.</p>	
<p>3. Registered Address</p>	
<p>4. Postal Address</p>	
<p>5. Telephone Number</p>	
<p>6. Fax Number</p>	
<p>7. Email Address</p>	

Schedule 3: Insurance

Provide details of insurance currently held by you and any proposed subcontractor that would be extended to provide cover for the Services

Insurance	Policy Number	Extent of Cover		Expiry Date	Name of Insurer
		Per Incident (\$A)	In Aggregate (\$A)		
Public and Products Liability					
Professional Indemnity (if applicable)					
Property and Facilities					
Contents					
Vehicles, Plant and Equipment					
Workers Compensation					
Directors and Officers (if applicable)					
Other					

Schedule 4: Pre-Qualification Questionnaire

Item in Question	Contractors Response				Copy / Evidence Requested by KI Council	Comments (if required)
	YES	NO	N/A	COPY ATTACHED		
Does your company have a WHS policy?					YES	
Does your company have a WHS management system?					YES	
Does your company have a WHS committee?					YES Copy of last minutes.	
Is there a formal induction process for your company?						
Does your company have a system to identify, analyse and control hazards in work all undertaken?					Completed JSEA/SWMS/SWP for the task to be completed on site	
Does your company have an isolation procedure?						
Does your company have a workplace inspection schedule?						
Does your company have a process to review risk controls implemented?					YES	
Does your company have a risk register?					YES	
Does your company have a plant register?						
Is your electrical equipment tested & tagged within regulatory compliance timeframes?					Evidence to be supplied for electrical items brought on site	
Is your lifting equipment tagged and tested within regulatory compliance timeframes?					Evidence to be supplied for lifting equipment brought on site	
Does your company have a process to ensure pre start checks are completed on plant and equipment?					YES Examples for several pieces of plant if available	
Will your company be bringing any hazardous substances onto a Kangaroo Island Council site?					YES (MSDS) (Chemical Risk Assessment)	
Are your employees trained in the handling of hazardous substances?					YES	
Does your company have a formal process of reporting and investigating accidents/incidents?					YES	
Do your employees attend a pre-employment medical?						
Are your employees trained in the use of fire fighting equipment?						

Schedule 5: Referees

Details of at least three references for similar work and information on the approximate date when work was completed and the approximate value of work undertaken.

Reuse this page if more than three references are provided.

Client Name:	
Address:	
Contact Name:	
Telephone Number:	
Date of Work:	
Value of Work:	

Client Name:	
Address:	
Contact Name:	
Telephone Number:	
Date of Work:	
Value of Work:	

Client Name:	
Address:	
Contact Name:	
Telephone Number:	
Date of Work:	
Value of Work:	

Schedule 6: Organisation Structure, Facilities and Resources

1. Organisation Structure

Provide details of the staff and the organisation structure proposed to be used for performance of the Services. Details must include but not be limited to:

- Details of the award, enterprise agreement, and/or local area workplace agreement, under which staff will be employed, and rates of pay, conditions, or allowances

2. Organisation structure

Provide details in the Table below the proposed major sub-contractors or other representatives to be employed or engaged by the Registrant. The Registrant must define the scope and extent of Services to be provided by sub-contractors.

Subcontractor's Names and Addresses	Services to be Provided	Item(s)

Schedule 7: Experience (Past Performance)

For how many years has the Registrant engaged in the type of work required by the Contract?

Schedule 8: Pricing

All prices must be listed exclusive of GST:

Item	Description	Specification	Hr/Rate	Day Rate	Dry Hire	Outside Normal Hours Rate
1	Grader		\$	\$	\$	\$
2	Loader		\$	\$	\$	\$
3	Dozer		\$	\$	\$	\$
4	Excavator		\$	\$	\$	\$
5	Backhoes		\$	\$	\$	\$
6	Water Cart/Truck		\$	\$	\$	\$
7	Material Cartage Trucks		\$	\$	\$	\$
8	Mobile Crushing Equipment		\$	\$	\$	\$
9	Compaction Equipment		\$	\$	\$	\$
10	OTHER		\$	\$	\$	\$
11	OTHER		\$	\$	\$	\$
12	OTHER		\$	\$	\$	\$
13	OTHER		\$	\$	\$	\$
14	OTHER		\$	\$	\$	\$
15	OTHER		\$	\$	\$	\$